

ASSIGNMENT OF APPLICATION

Docket Number (Optional)

1512.2.148

We, Paul Douglas and Terence Bratton, whose residences and post office addresses are as stated below next to our names, hereafter referred to as applicants, have invented certain new and useful improvements in MOBILE 3-PART CRUSHER ASSEMBLY

☒ for which an application for a International PCT Application was filed on July 3, 2003, Serial No. PCT/GB2003/002855

☐ for which an application for a United States Patent was executed on _____, and

Whereas, Extec Screens and Crushers Limited a corporation of Great Britain herein referred to "assignee" whose mailing address is Hearthcote Road, Swadlincote, Derbyshire, DE11 9DU Great Britain is desirous of acquiring the entire right, title and interest in the same;

Now, therefore, in consideration of the sum of one dollars (\$1.00), the receipt whereof is acknowledged, and other good and valuable consideration, We, the applicants, by these presents do sell, assign and transfer unto said assignee the full and exclusive right to the said invention in the United States and the entire right, title and interest in and to any and all Patents which may be granted therefor in the United States, We hereby authorize and request the Commissioner of Patents and Trademarks to issue said United States Patent to said assignee, of the entire right, title, and interest in and to the same, for his sole use and benefit; and for the use and benefit of his legal representatives, to the full end of the term for which said Patent may be granted, as fully and entirely as the same would have been held by us had this assignment and sale not been made.

Executed this ____ day of _____, 2005, at _____.

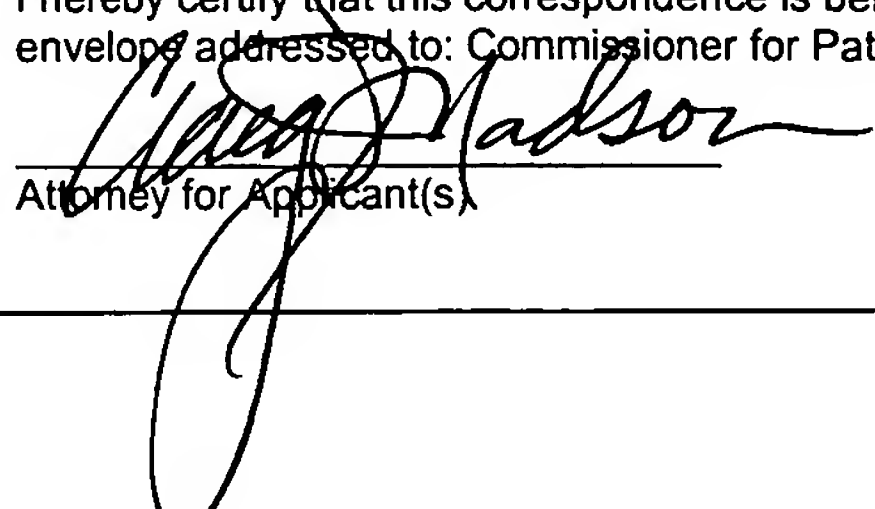
Paul Douglas
Extec Screens and Crushers Ltd
Hearthcote Lane, Swadlincote
Derbyshire, DE11 9DU
Great Britain

Executed this 6th day of April, 2005, at Swadlincote, Derby.

Terence Bratton
Extec Screens and Crushers
Limited
Hearthcote Lane, Swadlincote
Derbyshire, DE11 9DU

CERTIFICATE OF MAILING

I hereby certify that this correspondence is being deposited with the United States Postal Service as first class mail in an envelope addressed to: Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450, on July 25, 2006.


Attorney for Applicant(s)

PATENT APPLICATION

Docket No. 1512.2.148

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Applicant(s): Paul Douglas et al.)
Serial No.: 10/525,581)
Filed: Feb. 22, 2005)
Title: MOBILE 3-PART CRUSHER ASSEMBLY)
Int'l Appl. No. PCT/GB03/02855)

PETITION UNDER 37 C.F.R. 1.47(a) REGARDING NONSIGNING INVENTOR

Commissioner for Patents
P.O. Box 1450
Alexandria, VA 22313-1450

Dear Sir:

This Petition is filed pursuant to 37 C.F.R. 1.47(a). Paul Douglas ("Douglas"), a joint inventor named in the above-identified patent application, has refused to join the application for patent. Enclosed is a signed "Witness Statement" (which has been averred as being truthful) by Mr. William McLean Orr, the European attorney of Extec Screens & Crushes Limited ("Extec"), the assignee of this patent application. Also enclosed is a "Witness Statement" (which has been averred in as being truthful) Ian Frazer English who is the Chief Legal Counsel and Company Secretary to Extec.

The Orr Statement shows proof of the pertinent facts that the application papers have been sent to Douglas. The English Statement contains the correspondence between Extec's legal representatives and Douglas and/or Douglas' legal representative. This correspondence was engaged in order to reach an amicable (and cost-effective) resolution to this problem. This

correspondence establishes, by Douglas's own statement/letters, that he received multiple copies of the application papers and multiple requests to sign the application papers.

As can be seen from the correspondence attached to the English Statement, Douglas has refused to sign the papers and is making demands for changes to the papers before he will consider signing. Douglas is also demanding payment of money before he will cooperate.

As established by the English Statement, Douglas clearly had a legal duty (under UK patent law) as well as a contractual duty to sign the application papers. However, "Douglas is being totally non-cooperative, and refusing to sign any forms."

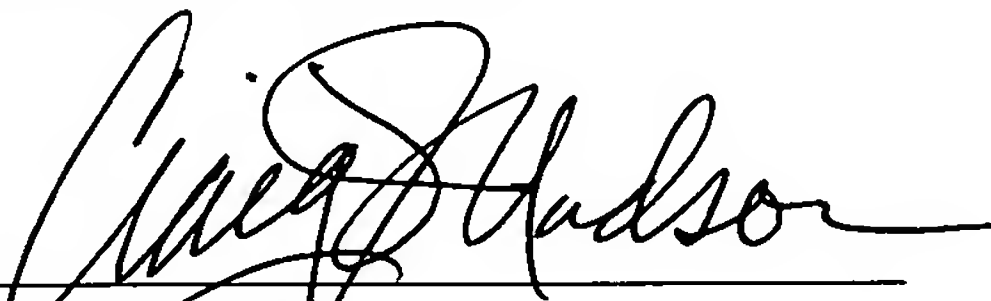
The last known address for Paul Douglas is as follows:

17 Woodville Road
Hatrshorne, Derbyshire, DE11 7ET
United Kingdom

The Petition fee set forth in 37 C.F.R. 1.17(h), is enclosed.

Applicants respectfully submit that the requirements of Rule 1.47(a) are satisfied and request that this Petition be Granted.

Respectfully submitted,



Craig J. Madson
Reg. No. 29,407
Attorney for Applicant(s)

Date: 25 July 2006

MADSON & AUSTIN
Gateway Tower West
15 West South Temple, Suite 900
Salt Lake City, Utah 84101
Telephone: 801/537-1700

**PETITION FOR REVIVAL OF AN APPLICATION FOR PATENT ABANDONED
UNINTENTIONALLY UNDER 37 CFR 1.137(b)**

Docket Number (Optional)
1512.2.148

First named inventor: Paul Douglas, et al.

Application No.: 10/525,581

Art Unit: (Not Yet Assigned)

Filed: February 22, 2005

Examiner: (Not Yet Assigned)

Title: MOBILE 3-PART CRUSHER ASSEMBLY

Attention: Office of Petitions
Mail Stop Petition
Commissioner for Patents
P.O. Box 1450
Alexandria, VA 22313-1450
FAX: (703) 308-6916

NOTE: If information or assistance is needed in completing this form, please contact Petitions
Information at (703) 305-9282.

The above-identified application became abandoned for failure to file a timely and proper reply to a notice or action by the United States Patent and Trademark Office. The date of abandonment is the day after the expiration date of the period set for reply in the Office notice or action plus any extensions of time actually obtained.

APPLICANT HEREBY PETITIONS FOR REVIVAL OF THIS APPLICATION

NOTE: A grantable petition requires the following items:

- (1) Petition fee;
- (2) Reply and/or issue fee;
- (3) Terminal disclaimer with disclaimer fee -- required for all utility and plant applications filed before June 8, 1995; and for all design applications; and
- (4) Statement that the entire delay was unintentional.

1. Petition fee

☒ Small entity -- fee \$ 750.00 (37 CFR 1.17(m)). Applicant claims small entity status. See 37 CFR 1.27.

☐ Other than small entity -- fee \$ _____ (37 CFR 1.17(m))

2. Reply and/or fee

A. The reply and/or fee to the above-noted Office action in
the form of Response to Missing Parts including Oath of Cooperative Inventor and Petition Under Rule 1.47(a)
For Non-Signing Inventor (identify type of reply):

- ☐ has been filed previously on _____ .
☒ is enclosed herewith.

B. The issue fee of \$ _____

- ☐ has been paid previously on _____ .
☐ is enclosed herewith.

[Page 1 of 2]

This collection of information is required by 37 CFR 1.137. The information is required to obtain or retain a benefit by the public which is to file (and by the USPTO to process) an application. Confidentiality is governed by 35 U.S.C. 122 and 37 CFR 1.14. This collection is estimated to take 1.0 hour to complete, including gathering, preparing, and submitting the completed application form to the USPTO. Time will vary depending upon the individual case. Any comments on the amount of time you require to complete this form and/or suggestions for reducing this burden, should be sent to the Chief Information Officer, U.S. Patent and Trademark Office, U.S. Department of Commerce, P.O. Box 1450, Alexandria, VA 22313-1450. DO NOT SEND FEES OR COMPLETED FORMS TO THIS ADDRESS. SEND TO: Mail Stop Petition, Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450. If you need assistance in completing this form, call 1-800-PTO-9199 (1-800-786-9199) and select option 2.

08/04/2006 ATRAX1 00000130 10525581

03 FC:2453

750.00 0P

3. Terminal disclaimer with disclaimer fee

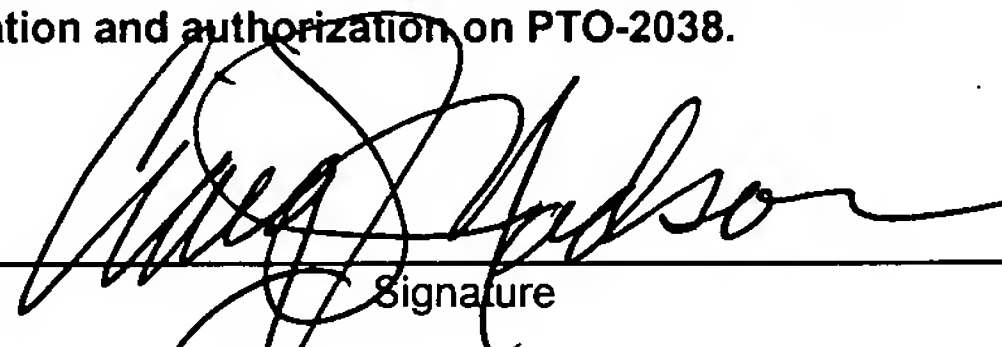
- ☒ Since this utility/plant application was filed on or after June 8, 1995, no terminal disclaimer is required.
- ☐ A terminal disclaimer (and disclaimer fee (37 CFR 1.20(d)) of \$ ____ for a small entity or \$ ____ for other than a small entity) disclaiming the required period of time is enclosed herewith (see PTO/SB/63).

4. STATEMENT: The entire delay in filing the required reply from the due date for the required reply until the filing of a grantable petition under 37 CFR 1.137(b) was unintentional. [NOTE: The United States Patent and Trademark Office may require additional information if there is a question as to whether either the abandonment or the delay in filing a petition under 37 CFR 1.137(b) was unintentional (MPEP 711.03(c)(III)(C) and (D))].

WARNING: Information on this form may become public. Credit card information should not be included on this form. Provide credit card information and authorization on PTO-2038.

July 25, 2006

Date



Signature

29,407

Registration Number, if applicable

Craig J. Madson

Typed or printed name

(801) 537-1700

Telephone Number

Madson & Austin, 15 West South Temple, Suite 900

Address

Salt Lake City, Utah 84101

Address

Enclosures: ☒ Fee Payment☒ Reply☐ Terminal Disclaimer Form☐ Additional sheets containing statements establishing unintentional delay☐**CERTIFICATE OF MAILING OR TRANSMISSION [37 CFR 1.8(a)]**

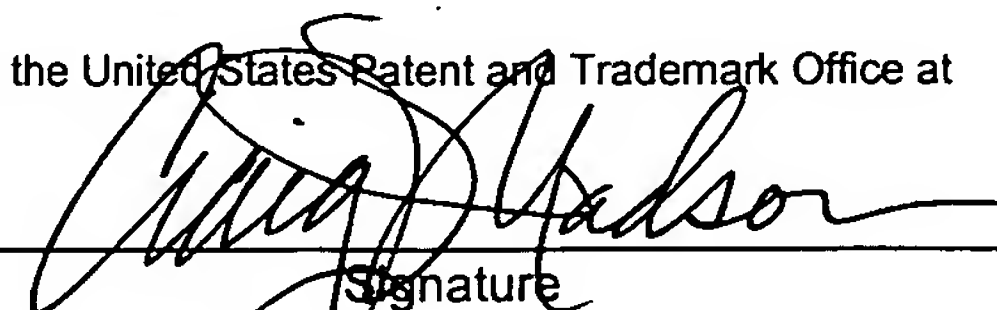
I hereby certify that this correspondence is being:

☒ deposited with the United States Postal Service on the date shown below with sufficient postage as first class mail in an envelope addressed to: **Mail Stop Petition**, Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450.

☐ transmitted by facsimile on the date shown below to the United States Patent and Trademark Office at (703) 308-6916.

July 25, 2006

Date



Signature

Craig J. Madson

Typed or printed name of person signing certificate

IN THE MATTER OF US PATENT
APPLICATION SERIAL NO. 10/525,558
BASED ON INTERNATIONAL PATENT
APPLICATION NO. PCT/GB2003/002855
NAMING EXTEC SCREENS & CRUSHERS
LIMITED AS APPLICANT AND PAUL
DOUGLAS AND TERENCE BRATTON AS
CO-INVENTORS

WITNESS STATEMENT

I, Ian Frazer English, Solicitor, Chief Legal Counsel and Company Secretary to Extec Screens & Crushers Limited, do hereby declare as follows:

1. I have been employed by Extec Screens & Crushers Limited since its formation in March 2003, and prior to that was an employee of its predecessor company, Extec Industries PLC, since April 2002. Such companies will be referred to hereinafter as Extec.

2. I have prime responsibility for managing the I.P. matters of Extec, and for providing instructions to the external firm of UK patent attorneys, Urquhart-Dykes & Lord LLP, via European and Chartered Patent Attorney William M. Orr, who has represented Extec for in excess of fifteen years.

3. The present United States patent application names Paul Douglas and Terence Bratton as co-inventors, and has been derived from International patent application PCT/GB2003/002855, which was made in name of Extec Screens & Crushers Limited as applicant, and also names Paul Douglas and Terence Bratton as co-inventors.

4. At the time when the International patent application was filed, both inventors were employed in the research and development department of Extec, and as such have been named as inventors and co-inventors in many patent applications filed in name of Extec Screens & Crushers Limited, and its predecessor company. During their

employment, both inventors have willingly signed assignment and patent forms necessary, in connection mainly with filing of Canadian and U.S. patent applications.

5 5. In addition to his active involvement in research and development, inventor Paul Douglas also had executive responsibility in Extec as Technical Director, and also Managing Director.

6. It is well settled UK patent law, relating to employee inventions, that all rights of ownership of any patented inventions developed during and in the course of employment shall belong to the employer, when the inventor employment was such that I.P. rights would be generated as a direct result of such employment.

10 7. Inventor Douglas is no longer employed by Extec Screens & Crushers Limited, and also no longer has any financial interest in the company. Although inventor Douglas would be obliged under U.K. patent law to cooperate with Extec, subsequent to leaving the company, in connection with providing signature to assignment and other forms, there is additionally an undertaking in writing given by him dated August 2005, as
15 part of a termination agreement, which also gives a clear undertaking by him personally to complete any necessary patent forms.

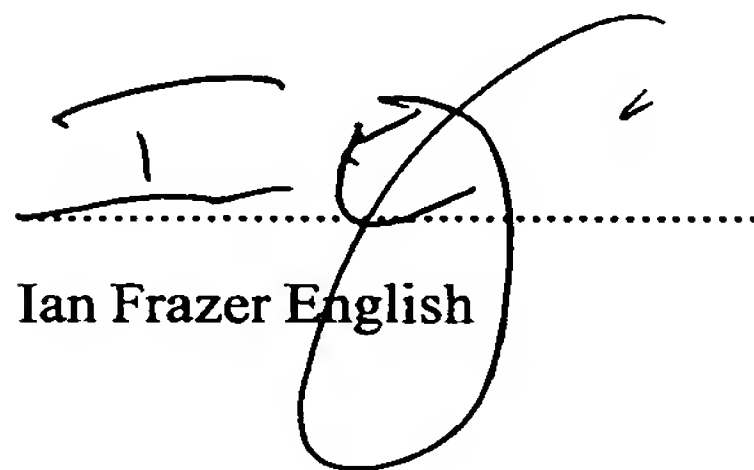
8. Despite repeated requests in writing to inventor Douglas, to his personal address at 17 Woodville Road, Hartshorne, Derbyshire, DE11 7ET, United Kingdom, inventor Douglas is being totally non-cooperative, and refusing to sign any forms. Such
20 forms have been sent to inventor Douglas for signature, both while he was still employed by Extec, and subsequent to his leaving the company.

9. Our attorney, William Orr, has also corresponded with inventor Douglas, asking him to sign the inventor forms, as will be confirmed by separate Witness Statement. Also, I have instructed the law firm of Pinsent Masons in Leeds to act for Extec and to
25 correspond on our behalf with Paul Douglas, and which has not resulted in obtaining his signature to the documents. A bundle of correspondence between Pinsent Masons and Paul Douglas is attached.

10. Signed assignment from co-inventor Terence Bratton has been obtained, and will be filed together with this affidavit setting out the circumstances concerning inventor Paul Douglas and our inability to obtain his signature to his assignment form.

I believe that the facts stated in this witness statement are true.

5 I also hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under 18 U.S.C. 1001 and that such willful false statements may jeopardize the validity of the application or any patent issued
10 thereon.


.....
Ian Frazer English

dated 23rd March 2006

RECEIVED

11 APR 2006

**URQUHART-DYKES & LORD LLP
LEEDS**

BY POST

William Orr
Urquhart-Dykes & Lord LLP
Tower North Central
Merrion Way
LEEDS
GB-LS2 8PA

Our Ref 20\20652844.1\MOB\629233.07007

DDI 01132 255456

E mohan.bhaskaran@pinsentmasons.com

7 April 2006

Dear Bill

PAUL DOUGLAS/EXTEC

Thank you for your letter dated 4 April 2006. I attach copies of the correspondence that we have exchanged with Mr Douglas and his solicitors, as follows;

1. Letter received from Mr Douglas around 6 October 2005;
2. Pinsent Masons' response sent special delivery on 2 November 2005;
3. Letter from Mr Douglas dated 7 November 2005 (and transcribed version);
4. Pinsent Masons' response dated 10 November 2005;
5. Letter from Walker Morris on Mr Douglas' behalf dated 18 November 2005;
6. Walker Morris chasing letter dated 6 December 2005;
7. Pinsent Masons response of 9 January 2006;
8. Walker Morris letter of 8 February 2006.

Mr Douglas has failed to sign the forms and continues to request that they be amended from there standard form.

He is also seeking vastly inflated costs for simple tasks such as going to the post office to collect his post.

If I can be of any further assistance then please let me know.

Yours sincerely



Mohan Bhaskaran
Senior Associate

1 Park Row Leeds LS1 5AB United Kingdom

T +44 (0)113 244 5000 F +44 (0)113 244 8000 DX 26440 Leeds 28 www.pinsentmasons.com

LONDON BIRMINGHAM BRISTOL EDINBURGH GLASGOW LEEDS MANCHESTER BRUSSELS HONG KONG SHANGHAI
ALLIANCES IN DENMARK DUBAI ESTONIA FRANCE GERMANY INDIA POLAND SPAIN SWEDEN USA

Regulated by The Law Society. A list of partners' names is available for inspection at the above address.

Paul Douglas
17 Woodville Road
Hartshorne
Derbyshire

Mr Ian English
Company Secretary
Extec Holdings Limited
The Gatehouse
Hearthcote Road
Swadlincote
Derbyshire
DE11 9DU

Ian

I refer to the message I left with you regarding several letters which have been sent directly to me by Urquhart Dykes and Lord requesting various documents to be signed by me. I requested your instructions as to what you required me to do with this documentation. I have today received a message from a lady from Extec communicating your instructions which were that I should "take legal advice, do nothing or sign the documents".

I found your response to my request very unhelpful. In the light of your instructions I have sought legal advice, which I will be looking to Extec to pay. I have been referred to clause 3 of the Assignment of IPR. Your instructions to "do nothing or to sign the documents" are not clear instructions. I therefore require you to confirm Extec's instructions in writing regarding these documents.

In the meantime, I will take no action in relation to the documents.

Yours sincerely

Paul Douglas

Extec gen

Paul Douglas
17 Woodville Road
Hartshorne
DERBYSHIRE

Our Ref 20442493.1/629233.07007

(see special deliv)

F +44 (0) 113 244 8000

2 November 2005

Dear Mr Douglas

PATTENT ASSIGNMENT AND DECLARATION FORMS

We refer to your undated letter to Ian English of our client, Extec Holdings Limited, regarding various letters to you from Urquhart-Dykes & Lord.

We are responding to your request for clarification of the requests contained on the letters.

The documents sent to you by Urquhart-Dykes & Lord all fall into the category of documents that you agreed to execute, in order to vest in our client full title in the intellectual property rights assigned by you to our client earlier this year.

We understand that instructions in relation to each of the documents were set out clearly in Urquhart-Dykes & Lord covering letters. However, and to avoid any further confusion, we have numbered the four relevant documents, enclose copies of the numbered versions and set out below the specific actions required in relation to each numbered document.

1. DOCUMENT 1

This document confirms your assignment to Extec Screens & Crushers Limited of all rights in relation to the Mobile 3-Part Crusher Assembly.

You need to sign this document in the presence of a witness. Your signature goes at X. The witness's signature and printed name go at Y and Z respectively. You should then insert both the place (i.e. town) and date of your signature at A and B respectively.

2. DOCUMENT 2

This document is required to perfect our client's title to the Mobile 3-Part Crusher Assembly.

3 Colmore Circus Birmingham B4 6BH United Kingdom

T +44 (0)121 200 1050 F +44 (0)121 626 1040 DX 703167 Birmingham 12 www.pinsentmasons.com

LONDON BIRMINGHAM BRISTOL EDINBURGH GLASGOW LEEDS MANCHESTER BRUSSELS HONG KONG SHANGHAI
Alliances in DENMARK DUBAI ESTONIA FRANCE GERMANY INDIA POLAND SPAIN SWEDEN USA

Regulated by The Law Society. A list of partners' names is available for inspection at the above address.



Please sign and date the document on page 2 at X and Y respectively. On page 3 please also sign and then insert the date at X and Y respectively and also insert the place of signature (i.e. the town) at Z.

3. **DOCUMENT 3**

Execution of this document is required to perfect our client's title to the Jaw Crusher. Please sign and date on page 2 at X and Y respectively. Please also sign and date on page 3, again at X and Y respectively and insert the place of signature (i.e. the town) at Z.

4. **DOCUMENT 4**

This final document is required to perfect our client's title in relation to the Jaw Crusher with Discharge Assist/Crusher Roller.

Please sign and date on page 2 at X and Y respectively. Please also sign and date on page 3, again at X and Y respectively and insert the place of signature (i.e. town) at Z.

Please could you provide the original executed documents to us as soon as possible, but in any event within 21 days of the date of this letter (by 23 November 2005)

Finally you also refer to having taken legal advice. We assume that the advice obtained has assisted in providing at least some of the clarification set out above. However, in order to enable our client to consider your request for payment of any costs, please forward a copy of the relevant invoice as well as a copy of a breakdown setting out details of the work undertaken.

We look forward to hearing from you.

Yours faithfully

MO

BHASKARAN

- 9 NOV 2005

Your Ref.

20442403.1/629202

00007

Pinpoint Motors

3 Colmore Circus

Birmingham B4 6BH

7/Nov/05

As a firm of solicitors I would have expected you to read and understand the agreement referred to in your letter. It is Lotec Holdings Ltd that have to make the request referred in your letter hence my original request for clarification from them directly.

Excuse my apologies for forgetting to date my letter, however your firm should have to spell.

In another point, you appear to have little faith in 1st class post and are sending our letters by registered post. This is costing me a lot of time retrieving letters from the post office. This cost will be passed on to the company with my other costs.

J J B

BEST AVAILABLE COPY

TRANSCRIBED COPY OF LETTER DATED 7 NOVEMBER 2005 FROM PAUL DOUGLAS TO
PINSENT MASONS SOLICITORS

As a firm of solicitors I would have expected yourselves to read and understand the agreement referred to in your letter. It is Extec Holdings Limited that have to make the request referred to in your letter hence my original request for clarification from them directly.

Pass on my apologies for forgetting to date my letter, however your firm should learn to spell.

On another point, you appear to have little faith in 1st class post and are sending me letters by registered post. This is costing me a lot of time retrieving letters from the post office. This cost will be passed on to the company with my other costs.

Signed

Paul Douglas
17 Woodville Road
Hartshorne
DERBYSHIRE

Our Ref 20442493.1/629233.07007

F +44 (0) 113 244 8000

10 November 2005

Dear Mr Douglas

PATENT ASSIGNMENT AND DECLARATION FORMS

We thank you for your letter dated 7 November 2005.

We apologise for any confusion. Both we, and our client, Extec Holdings Limited, had understood that your request was for clarification of the request, not simply for communication from them direct. We wrote to you on behalf of Extec Holdings Limited, and for this purpose as their agent, which was a valid request under the agreement. However to deal with the point and avoid any further delay we have asked our client to write to you direct to confirm that you should respond to their request as contained in our letter of 2 November.

The request was made by us on behalf of Extec to avoid any breach of the undertakings that you have given (via Maxwell Batley) not to contact specific employees at our client.

Once you receive Extec's letter please respond to our 2 November letter (copy of letter and the enclosures are enclosed) and forward the executed documents to us direct without delay so that any risk to our client arising from the executed documents not having been properly filed can be removed.

As for the costs you claim to have incurred, we repeat our request for details of the costs, including any relevant invoices and breakdowns detailing the work done.

We are using registered post to avoid any risk that the correspondence goes astray.

We look forward to hearing from you.

Yours faithfully

3 Colmore Circus Birmingham B4 6BH United Kingdom
T +44 (0)121 200 1050 F +44 (0)121 626 1040 DX 703167 Birmingham 12 www.pinsentmasons.com

LONDON BIRMINGHAM BRISTOL EDINBURGH GLASGOW LEEDS MANCHESTER BRUSSELS HONG KONG SHANGHAI
Alliances in DENMARK DUBAI ESTONIA FRANCE GERMANY INDIA POLAND SPAIN SWEDEN USA

Regulated by The Law Society. A list of partners' names is available for inspection at the above address.

BY FAX AND DX

Pinsent Masons

Solicitors

DX 703167

BIRMINGHAM

RECEIVED

22 NOV 2005

Pinsent Masons

Our ref LOS/GXD/DOU.208-6

Your ref 20442493.1/629233.07007

18 November 2005

Dear Sirs

Patent Assignment and Declaration Forms

We have been instructed by Mr Paul Douglas in relation to your letter to Mr Douglas dated 10 November.

Mr Douglas has instructed us to advise him in relation to this matter which arises from the Sale Agreement (the SPA) and associated documents entered into by Mr Douglas relating to the sale of all of the ordinary shares held by Paul Douglas in Extec Holdings Limited (Extec) on 12 August 2005 and to respond to your letter on his behalf.

We note that in your letter written on behalf of Extec dated 2 November 2005 you requested that our client complete a number of documents pursuant to the terms of the IP Assignment between himself and Extec dated 12 August 2005 (the IP Assignment). Your request followed initial requests from Urquhart-Dykes & Lord which also purported to be valid requests under the terms of the IP Assignment.

You state in your letter of 10 November that you had written to our client as agent for Extec "to avoid any breach of the undertakings that [Mr Douglas has] given (via Maxwell Batley) not to contact specific employees at our client". We do not understand your comments in this regard. The undertakings given by Mr Douglas ceased on the signing of the SPA as a result of the release provisions and therefore have no effect. Accordingly, there is no reason why you should write on behalf of Extec. However, we note that Extec has now made the request directly and we deal with this below.

We confirm that our client is willing to honour the terms of the IP Assignment. However, before he can do so the queries below must be dealt with.

- 1 In your letter of 2 November 2005 you state that our client is to return "original" documents to you as soon as possible. However, the attachments to that letter are clearly photocopies. However, Extec's request is for our client to sign the copy documents provided by your firm rather than the originals which were provided by Urquhart Dyke's and Lord. Accordingly, it is not clear what Extec is asking our client to sign and return.
- 2 The documents that have been sent to our client do not reflect the terms of the IP Assignment which contain all of terms agreed between our respective clients in relation to this matter. It appears that you are attempting to make our client responsible for costs he did not agree to be responsible for. We refer you to the Confirmatory Assignment – Canada document as an example of this where it states that our client is to provide:

"at no charge other than reasonable expenses, all assistance that may be required to obtain any patents for our invention including providing any information or documents reasonably required to obtain or defend any patent...."

This does not reflect the IP Assignment which states at Clause 3 that:

"PD hereby covenants with Holdings that he will, at the cost of Holdings, execute all documents, forms and authorisations and do all things and will cause all necessary declarations and oaths to be made which may be requested by Holdings....."

- 3 All of the documents to be executed by our client must be amended to accord exactly with the terms of the IP Assignment before they can be signed. Please forward amended copies of all documents and confirm exactly how you wish our client to deal with them.
- 4 We require your confirmation that you will be responsible for all of our client's costs in this matter as provided for in Clause 3 of the IP Assignment. We confirm that to date these costs are as follows:

Collection of letters from Post Office at hourly rate of £200 per hour £200.00

Legal advice £541.50 plus VAT of 94.76

Accordingly, we await the following:

- 1 Amended copies of all documents along with clear instructions as to how you wish our client to deal with the same; and
- 2 Payment of the sum of £836.26 pursuant to Clause 3 of the IP Assignment. Details of any further costs will be confirmed to you in due course and our client's position is reserved in this regard.

In light of the above queries, it will be apparent to you that our client cannot comply with the deadline in your letter of 2 November 2005, but we confirm that he will deal with the matter as soon as possible when you have fulfilled the requests contained in this letter.

We await hearing from you.

Yours faithfully



WALKER MORRIS

**WALKER
MORRIS**



Kings Court, 12 King Street, Leeds LS1 2HL. Tel 0113 283 2500
Fax 0113 245 9412 Document Exchange 12051 Leeds 24
E-mail los@walkermorris.co.uk Web: www.walkermorris.co.uk

BY FAX AND DX
Pinsent Masons Solicitors
DX 703167
Birmingham 12

Our ref LOS/ERT/DOU.208-6

6 December 2005.

Dear Sirs

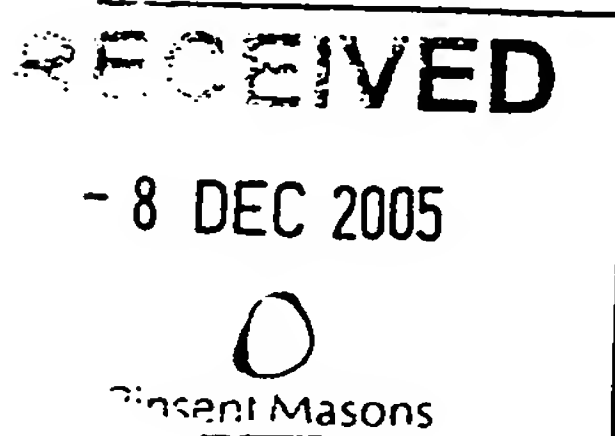
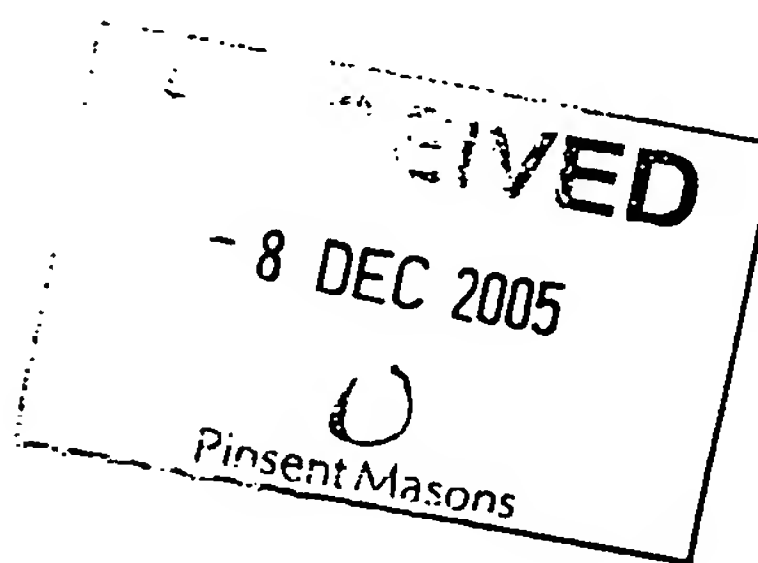
Patent Assignment and Declaraiton Form

We refer to our letter of 18 November 2005.

We note that we have heard no further from you in relation to the IP Assignment. We had understood that your client wanted to complete this matter as soon as possible. Accordingly, we await hearing from you as soon as possible.

Yours faithfully


WALKER MORRIS



BY FAX AND DX

Walker Morris
DX12051
Leeds 24

Your ref: LOS/MAS/DOU.208-6
Our Ref 20\20483322.1\MOB\630234.07000

9 January 2006

Dear Sirs

PATENT ASSIGNMENT FORMS

We thank you for your letters dated 6 November and 18 December 2005.

We apologise for the delay in responding. We have been seeking to identify whether the standard forms that you referred to in your original letter can be amended. We have not yet concluded whether this can be done.

However we would ask your client to execute the documents forthwith in any event. This is firstly on the basis that the documents are all standard forms and that all of the signatures requested are to execute documents pursuant to your client's obligations under the IP assignment deed that contains your client's right to recover costs. Further, none of the documents are to be executed as a deed and therefore none of them could have the effect of varying the IP assignment deed nor could they prejudice your client's right to recover costs under it.

Dealing with the numbered queries in your letter we would therefore comment as follows:

1. To clarify, the original documents that we would like returned are the copies showing your client's original signature. Both we and our client referred to the documents sent by ourselves because your client had requested clarification of what he needed to do with the documents and the documents that we sent (unlike those sent by Urquharts) were cross-referenced to the explanatory notes in our letter.
2. See above. The signatures requested do not purport to, and do not in fact, vary the deed of assignment. Therefore your client's right to recover costs pursuant to the deed is not prejudiced. From reviewing the documents the Confirmatory Assignment - Canada appears to be the only document that refers to costs at all.
3. See above. The amendments requested appear to extend only to the above document, but are unnecessary for the reasons stated above.

4. Please explain in detail on what basis your client is seeking to impose an hourly rate of £200 and on what basis use of this rate represents costs of your client in collecting post from the Post Office. Please also clarify why VAT is payable and provide the relevant VAT registration number. Please also explain what the further £200 (providing your total of £836.26) relates to.

We look forward to hearing from you.

Yours faithfully

RECEIVED

9 - FEB 2006

Pinsent Masons

BY FAX AND DX
Pinsent Masons
DX 26440
LEEDS 28

Our ref LOS/GXD/DOU.208-5

Your ref
20\20483322.1\MOB\630234.07000

8 February 2006

Dear Sirs

Patent Assignment Forms

We refer to your letter of 9 January 2006.

In our letter of 18 December 2005 we made it clear that we required the patent assignment forms to accord with the terms of the IP Assignment between Mr Paul Douglas and Extec dated 12 August 2005 (the IP Assignment). We asked that you amend the documents to reflect the IP Assignment and forward them to us for signature by our client. You have not provided the amended documents for two reasons which we comment upon as follows:

- 1 You say that the documents are "standard forms". They appear to be your firm's preferred form, beyond this we do not know what point you are making. You also say that you have "not yet concluded" whether the standard forms can be amended. We see no reason why they cannot and renew our request for amended documentation to finalise this matter.
- 2 You also say that our client can execute the documents in any event because "none of the documents are to be executed as a deed and therefore none of them could have the effect of varying the IP assignment deed nor could they prejudice your client's right to recover costs under it". This statement is not accurate and we refer you to paragraph 1-094 of Chitty on Contracts, 29th Edition.

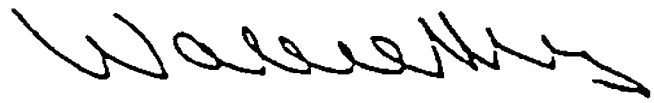
In relation to your queries regarding our client's costs we would comment as follows:

- 3 You will note that the VAT relates to the costs our client is liable to pay this firm not to his own time.
- 4 With regard to our client's costs the £200 refers to the time he has spent collecting letters from the post office which he could have spent being more gainfully employed.
- 5 The sum of £836.26 is the total of the sums set out at paragraph 4 of page 2 of our letter of 18 November 2005 and we do not understand your comment in the final sentence of point 4 of your letter.

Our client's costs incurred in the writing of this letter will also be confirmed to you as payable by Extec in due course.

Please can you now forward an amended complete set of documents along with a cheque in the sum of £836.26 pursuant to Clause 3 of the IP Assignment so that this matter can be concluded without further costs being incurred.

Yours faithfully



WALKER MORRIS



IN THE MATTER OF US PATENT
APPLICATION SERIAL NO. 10/525,558
BASED ON INTERNATIONAL PATENT
APPLICATION NO. PCT/GB2003/002855
NAMING EXTEC SCREENS & CRUSHERS
LIMITED AS APPLICANT AND PAUL
DOUGLAS AND TERENCE BRATTON AS
CO-INVENTORS

WITNESS STATEMENT

10 I, William McLean Orr, European and Chartered Patent Attorney, of Urquhart-Dykes &
Lord LLP, and Patent Attorney to Extec Screens & Crushers Limited, do hereby declare as
follows:

1. I have represented Extec Screens & Crushers Limited, and predecessor
Extec companies, for in excess of fifteen years.

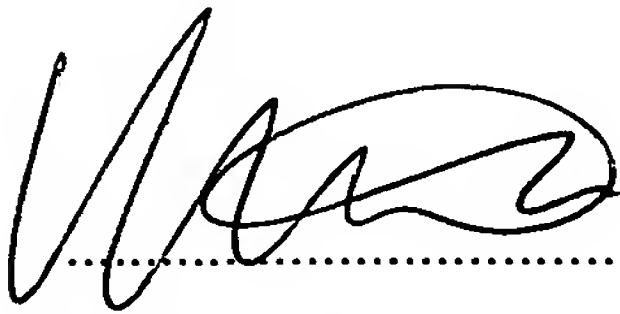
15 2. The present United States patent application names Paul Douglas and
Terence Bratton as co-inventors, and has been derived from International patent application
PCT/GB2003/002855, which was made in name of Extec Screens & Crushers Limited as
applicant, and also names Paul Douglas and Terence Bratton as co-inventors.

20 3. I was responsible for the preparation of the specification filed with the
International patent application, and which was duly reviewed by the inventors prior to the
filing of the International application, on which the present United States application is
based.

25 4. I have made repeated requests in writing to inventor Douglas, to his
personal address at 17 Woodville Road, Hartshorne, Derbyshire, DE11 7ET, United
Kingdom, forwarding inventor declaration and assignment forms, and none have been
returned to me. Two examples are attached, comprising letters dated 23rd August and
28th September 2005.

I believe that the facts stated in this witness statement are true.

I also hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under 18 U.S.C. 1001 and that such willful false statements may jeopardize the validity of the application or any patent issued thereon.


.....

William McLean Orr

dated 22nd March 2006

.....

28 September 2005
URGENT

Mr Paul Douglas
17 Woodville Road
Hartshorne
Derbyshire
DE11 7ET

Urquhart-Dykes & Lord LLP
Tower North Central
Merrion Way
Leeds
GB-LS2 8PA

T +44 (0)113 245 2388
F +44 (0)113 243 0446
E email@udl.co.uk
W www.udl.co.uk

Your ref:
Our ref: WMO/SL/P200452US

Dear Paul

Re: **US Patent Application No. 10/525,581**
Mobile 3-part Crusher Assembly

Can I ask you please to sign the enclosed US Patent forms and return to us as a matter of urgency.

This is a case which Extec instructed us to file, and which names you and Terence Bratton as co-inventors.

An addressed envelope is enclosed for your use.

Kind regards

Yours sincerely

W M ORR
for Urquhart-Dykes & Lord LLP

23 August 2005

Mr Paul Douglas
17 Woodville Road
Hartshorne
Derbyshire
DE11 7ET



Intellectual property
Urquhart-Dykes & Lord LLP
Tower North Central
Merrion Way
Leeds
GB-LS2 8PA

T +44 (0)113 245 2388
F +44 (0)113 243 0446
E email@udl.co.uk
W www.udl.co.uk

Your ref:
Our ref: WMO/SL/P200452US

Dear Paul

Re: **US Patent Application No. 10/525,581**
Mobile 3-part Crusher Assembly

Can I ask you please to sign the enclosed US patent forms and return to us as a matter of urgency.

This is a case which Extec instructed us to file, and which names you and Terence Bratton as co-inventors.

I believe that Extec will have forwarded these forms to you some months ago, but we have no record as having received them back.

An addressed envelope is enclosed for your use.

Kind regards

Yours sincerely

W M ORR
for Urquhart-Dykes & Lord LLP